INSURANCE, 2 ed., 220. Justification for such a holding has been said to be that there is, looking at the whole period of the policy, no continuing prejudice by the partial loss. See *Lidgett* v. *Secretan*, L. R. 6 C. P. 616, 630; MCARTHUR, INSURANCE, 2 ed., 220. Recovery may be had if the partial loss has been brought home to the assured by repair, though there is, thereafter, a total loss. *Le Cheminant* v. *Pearson*, 4 Taunt. 367. And if the unrepaired partial loss is fixed by a subsequent sale of the vessel, or by the termination of the policy, recovery may be had, for in these cases the partial loss has proved to be a real prejudice. *Pitman* v. *Universal Ins. Co.*, 9 Q. B. D. 192; *Lidgett* v. *Secretan*, *supra*. Even accepting *Livie* v. *Janson* as binding authority, the principal case seems wrongly decided. The reason given for that decision — that there was no continuing prejudice — is certainly not present here, and the last cases cited above furnish a closer analogy.

INSURANCE — MUTUAL BENEFIT INSURANCE — RIGHT OF BENEFICIARY TO REINSTATE SUSPENDED POLICY AFTER DEATH OF INSURED. — A policy issued by a fraternal life insurance company provided that a life benefit member, suspended for the non-payment of a monthly rate, might be reinstated within a certain time by complying with the by-laws of the company. While suspended, but before the expiration of the period for reinstatement, the holder of such a policy died. The beneficiary offers to pay the assessments in arrears and seeks thus to secure reinstatement. *Held*, that he may do so. *Knights of the Maccabees of the World* v. *Johnson*, 185 Pac. 82 (Okla.).

The contract of insurance between a society and its members consists of the policy, application, charter, and by-laws taken together. *Wallace* v. *United Order of Golden Cross*, 106 Atl. 713 (Me.); *Evans* v. *Supreme Council of Royal Arcanum*, 223 N. Y. 497, 120 N. E. 93. These contracts usually impose suspension for non-payment, with a right to reinstatement within a certain time upon payment of arrears. Whether this right, when the insured dies during suspension, may be exercised by the beneficiary, is sometimes a troublesome question. If the policy contains an express disclaimer of liability for death during suspension, it is clear that the beneficiary can assert no right. *Ward* v. *Merchant's Life and Casualty Co.*, 139 Minn. 262, 166 N. W. 221. In the absence of such a provision, the courts have often reached the same result by construction. *Tabor* v. *Modern Woodmen of America*, 163 S. W. 324 (Tex. Civ. App.); *Gifford* v. *Workmen's Ben. Ass'n*, 105 Me. 17, 72 Atl. 680; *Campbell* v. *Supreme Lodge Knights of Pythias*, 168 Mass. 397, 47 N. E. 109. Other courts have reached the contrary result on the ground that by the terms of the particular contract the period was one of grace and not of forfeiture. *Provident Savings Life Assurance Soc.* v. *Taylor*, 142 Fed. 709; *Gottlieb* v. *Abraham Lincoln Mut. Life Ins. Co.*, 225 Pa. 102, 73 Atl. 1057. Still other courts have found in the facts of the case before them a suspension, but also a subsequent waiver by the company of its rights. *Jackson* v. *N. W. Mutual Relief Ass'n*, 78 Wis. 463, 47 N. W. 733; *McGowan* v. *N. W. Legion of Honor*, 98 Iowa, 118, 67 N. W. 89; *Dennis* v. *Mass. Ben. Ass'n*, 120 N. Y. 496, 24 N. E. 843. In the instant case the court has gone too far in fixing an absolute rule that the beneficiary may secure reinstatement of the policy. The rights of the beneficiary are determined by the terms of the original contract; and the problem, as in all contracts, is simply one of the manifested intention of the contracting parties.

LANDLORD AND TENANT — TENANCIES AT WILL AND AT SUFFERANCE — LANDLORD'S LIABILITY FOR FORCIBLE EVICTION. — The plaintiff occupied a cottage upon the defendant's premises as its employee. After he had left its service, the defendant gave him repeated notices to vacate and finally ejected him with the use of reasonable force. The plaintiff sued for forcible entry and

assault. *Held*, that the plaintiff cannot recover. *Hemmings* v. *Stoke Poges Golf Club*, 36 T. L. R. 77 (Court of Appeal).

In England by statute a forcible entry to a peaceable possession by one entitled to possession is made a criminal offense, but no civil remedy therefor is given to the party dispossessed. See *Beddall* v. *Maitland*, 17 Ch. Div. 174, 188. There can be no recovery of the land by ejectment nor of damages for trespass *quare clausum fregit*. *Turner* v. *Meymott*, 1 Bing. 158. See SALMOND ON TORTS, 3 ed., 154. But the tenant has been allowed to recover for assault, even though the landlord employed only such force as was reasonably necessary to eject him. *Newton* v. *Harland*, 1 M. & G. 644; *Beddall* v. *Maitland*, *supra*. This doctrine is overruled by the principal case on the ground that since the statute in no way affects the civil rights and liabilities of the parties, as to civil actions the possession of the landlord is lawful although obtained by means of a criminal act. See *Harvey* v. *Brydges*, 14 M. & W. 437, 442; POLLOCK ON TORTS, 10 ed., 404; 4 AM. L. REV. 429. The older decisions seem preferable in that they more effectually check the evil which the statute aims to eradicate and since they dispense with the fiction of calling the landlord's right to possession a sufficient actual possession to justify the use of force in protecting it. In most American jurisdictions, by statute, the tenant is given a civil action for the restoration of the premises. *Phelps* v. *Randolph*, 147 Ill. 335, 35 N. E. 243. See 2 TAYLOR, LANDLORD AND TENANT, 9 ed., § 786. When the relief sought is for the assault, the weight of authority in this country is in accord with the principal case. *Low* v. *Elwell*, 121 Mass. 309; *Walker* v. *Chanslor*, 153 Cal. 118, 94 Pac. 606. *Contra*, *Thiel* v. *Bull's Ferry Land Co.*, 58 N. J. L. 212, 33 Atl. 281; *Bristor* v. *Burr*, 120 N. Y. 427, 24 N. E. 937. See 21 HARV. L. REV. 295.

PROCESS — MANNER AND EFFECT OF SERVICE — PRIVILEGE OF NON-RESIDENTS TEMPORARILY IN A STATE ON A PUBLIC DUTY. — The president of a bank which was a stockholder in the Federal Reserve Bank was called by the governor of such bank to attend a conference in another state to discuss means of selling treasury certificates for war purposes. While in the other state he was served with process. *Held*, that a motion to quash the service be granted. *Filer* v. *M'Cornick*, 260 Fed. 309 (Dist. Ct. N. D. Cal.).

For a discussion of this case, see NOTES, p. 721, *supra*.

RECORDING AND REGISTRY LAWS — NOTICE — EFFECT OF FRAUDULENT CANCELLATION OF RECORDS. — The payee of a note secured by a second deed of trust upon a parcel of land, fraudulently procured the recorder to cancel the prior deed of trust. He then recorded his own deed and sold the note for value to the defendant, who had no actual notice of the prior deed. The plaintiff is the holder of a note secured by the prior deed of trust and brought this bill to have the cancellation set aside. *Held*, that this relief be granted. *Sweet* v. *Leffel*, 215 S. W. 908 (Mo).

When a statute requires re-recording of a destroyed record, and a vendee fails to re-record within the allotted time, his rights may be defeated by a subsequent *bona fide* purchase for value from his vendor. *Magee* v. *Merriman*, 85 Tex. 105, 19 S. W. 1002. The same is true if the vendee is at fault in misleading the subsequent purchaser, as by withdrawing his deed after having filed it for record. *Webb* v. *Austin*, 22 Ky. L. Rep. 764, 58 S. W. 808. But under the ordinary recording statute, such as that in the principal case and where the vendee himself is not at fault, he will be protected even though the records be destroyed. *Paxson* v. *Brown*, 61 Fed. 874; *Cooper* v. *Flesner*, 24 Okla. 47, 103 Pac. 1016; *Tucker* v. *Shaw*. 158 Ill. 326, 41 N. E. 914. The same result is reached in case a provision for re-recording is merely permissive. *Gammon* v. *Hodges*, 73 Ill. 140; *Ashburn* v. *Spivey*, 112 Ga. 474, 37 S. E. 703.